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UNITED STATES DISTRICT COURT

DISTRICT OF OREGON

**KLAMATH-SISKIYOU
WILDLANDS CENTER; OREGON
WILD; CASCADIA WILDLANDS;
SODA MOUNTAIN WILDERNESS
COUNCIL,**

Case No. 1:19-cv-02069-CL

**STIPULATION BETWEEN
PLAINTIFFS AND DEFENDANT
REGARDING FEES AND COSTS**

Plaintiffs,

v.

**U.S. BUREAU OF LAND
MANAGEMENT,**

Defendant,

and

MURPHY COMPANY,

Defendant-Intervenor

Plaintiffs and Federal Defendant hereby stipulate to the following agreement regarding fees and costs in this litigation, and jointly and respectfully request that this Court review and approve the terms of their agreement by signing on the signature block provided for that purpose below.

INTRODUCTION

Plaintiffs Klamath-Siskiyou Wildlands Center, Oregon Wild, Cascadia Wildlands, and Soda Mountain Wilderness Council (“Plaintiffs”) and Federal Defendant United States Bureau of Land Management (“Defendant”) enter into the following Stipulated Fee Settlement Agreement (“Agreement”) and state as follows:

WHEREAS, Plaintiffs brought an action alleging violations of the National Environmental Policy Act (“NEPA”), stemming from Defendant’s decision authorizing the Griffin Half Moon Vegetation Management Project;

WHEREAS, on September 29, 2021, the District Court granted Plaintiffs summary judgment on their first claim for relief, and granted Defendant summary judgment against Plaintiffs’ second claim for relief;

WHEREAS, on September 30, 2021, the District Court ordered vacatur and injunctive relief regarding the challenged Project;

WHEREAS, Plaintiffs and Defendant have reached an agreement that obviates the need for any further litigation regarding Plaintiffs’ fees and costs.

NOW, THEREFORE, IT IS STIPULATED BY AND BETWEEN PLAINTIFFS AND DEFENDANT AS FOLLOWS:

1. Defendant agrees to pay the sum of forty-six thousand dollars (\$46,000.00) in full and complete satisfaction of any and all claims, demands, rights, and causes of action pursuant to the Equal Access to Justice Act (“EAJA”), 28 U.S.C. § 2412(d), and/or any other statute and/or common law theory, for all attorneys’ fees, costs, and expenses incurred by Plaintiffs in this litigation.
2. Plaintiffs agree to withdraw its application for attorney fees and costs (ECF No. 65) within seven days of a Court order approving this Agreement if the Court does not *sua sponte* dismiss the fee application as moot.
3. Defendant shall make the payment required by Paragraph 1 and the agreed order below by electronic funds transfer to Plaintiffs’ attorneys’ IOLTA account.
4. Plaintiffs agree to furnish Defendant with the information necessary to effectuate the payment required by Paragraph 1 of this stipulation. Defendant shall submit the necessary paperwork for payment to appropriate United States Department of Interior authorities within thirty days after this stipulation is entered by the Court or Plaintiffs provide the information required to facilitate the payment, whichever is later.
5. Plaintiffs agree to accept Defendant’s payment of \$46,000.00 in full and final satisfaction of any and all claims for attorneys’ fees and costs of litigation incurred in this matter. Plaintiffs agree that receipt of this payment from Defendant shall operate as a release of Plaintiffs’ claims for attorney’s fees and costs in this matter.
6. Except for the obligations specifically required under this Agreement, Plaintiffs agree to hold harmless Defendant in any litigation, further suit, or claim arising

from the payment of the agreed-upon \$46,000.00 settlement amount, including any claims that may arise as to any apportionment of the payment amount to Plaintiffs and Plaintiffs' counsel.

7. Plaintiffs acknowledge that under 31 U.S.C. §§ 3711, 3716, 26 U.S.C. § 6402(d), 31 C.F.R. §§ 285.5, 901.3, and other authorities, the United States will offset against the attorney fee award Plaintiffs' delinquent debts to the United States, if any. *See Astrue v. Ratliff*, 560 U.S. 586 (2010).

8. Nothing in this Agreement shall be interpreted as, or shall constitute, a requirement that Defendant is obligated to pay any funds exceeding those available, or take any action in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other appropriations law.

9. This Agreement does not represent an admission by Plaintiffs or Defendant to any fact, claim, or defense in any issue in this lawsuit. This Agreement has no precedential value and shall not be used as evidence of such in any other matter.

10. This Agreement shall be binding on Plaintiffs and Defendant and their successors, agents, designees, employees, and all those acting by and through their authority. Plaintiffs and Defendant agree that this Stipulation was negotiated in good faith and that this Stipulation constitutes a resolution of claims that were denied and disputed by Plaintiffs and Defendant. By entering into this Agreement, Plaintiffs and Defendant do not waive any claim or defense.

11. The undersigned representatives of Plaintiffs and Defendant certify that they are fully authorized by the parties they represent to agree to the terms and conditions of this Agreement and do hereby agree to the terms herein.

Dated this 6th day of June, 2022.

SCOTT ERIK ASPHAUG
United States Attorney
District of Oregon

/s/ Sean E. Martin
SEAN E. MARTIN
Assistant U.S. Attorney
Attorneys for Defendants

/s/ Susan Jane Brown
SUSAN JANE BROWN
Attorney for Plaintiffs

IT IS SO ORDERED, this _____ day of _____, 2022.

THE HONORABLE MARK D. CLARKE
UNITED STATES MAGISTRATE JUDGE